

HEARING DATE AND TIME: June 14, 2012 at 9:45 a.m. (Eastern Time)

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Company GUC Trust

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
	:
In re	:
	:
MOTORS LIQUIDATION COMPANY, <i>et al.</i>,	:
f/k/a General Motors Corp., <i>et al.</i>	:
	:
Debtors.	:
	:
-----X	

Chapter 11 Case No.

09-50026 (REG)

(Jointly Administered)

**MOTORS LIQUIDATION COMPANY GUC TRUST'S
REPLY TO THE RESPONSES OF DAVID R. VOLPE TO THE 116TH AND 183RD
OMNIBUS OBJECTIONS TO CLAIMS (WELFARE BENEFITS CLAIMS OF RETIRED
AND FORMER SALARIED AND EXECUTIVE EMPLOYEES)**

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TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

The Motors Liquidation Company GUC Trust (the “**GUC Trust**”), formed by the above-captioned debtors (collectively, the “**Debtors**”)¹ in connection with the Debtors’ Second Amended Joint Chapter 11 Plan, dated March 18, 2011 (as may be amended, supplemented, or modified from time to time), files this reply (the “**Reply**”) to the responses (defined below) interposed to the 116th Omnibus Objection to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees) (ECF No. 8195) (the “**116th Omnibus Objection**”) and the 183rd Omnibus Objection to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees) (ECF No. 8866) (the “**183rd Omnibus Objection**” and together with the 116th Omnibus Objection, the “**Omnibus Objections**”), and respectfully represents:

Preliminary Statement

1. The Debtors filed the 116th Omnibus Objection on December 20, 2010 and filed the 183rd Omnibus Objection on January 26, 2011. The Omnibus Objections seek the disallowance and expungement of certain compensation and welfare benefits claims of retired and former salaried and executive employees of the Debtors on the basis that such claims (a) are related to unvested welfare benefits that were capable of being modified or terminated by the Debtors at will pursuant to the terms of the operative documents governing such welfare benefits, and were modified or terminated in accordance with such operative documents, and (b)

¹ The Debtors are Motors Liquidation Company (f/k/a General Motors Corporation) (“**MLC**”), MLCS, LLC (f/k/a Saturn, LLC), MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation), MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.), Remediation and Liability Management Company, Inc., and Environmental Corporate Remediation Company, Inc.

to the extent modified, have otherwise been assumed by New GM² pursuant to the terms of the Master Purchase Agreement and, as described in the Omnibus Objections, are not the responsibility of the Debtors or the GUC Trust and therefore should be disallowed and expunged from the claims register.

2. Responses to the 116th Omnibus Objection were due by January 27, 2011, and responses to the 183rd Omnibus Objection were due by February 22, 2011. The responses listed on **Exhibit 1** attached hereto and described further herein were filed with respect to the Omnibus Objections by David R. Volpe relating to his individual claims (the “**Claims**”).

3. The Volpe Responses (as defined herein) are generally not substantive, but are critical of the reduction or termination of welfare benefits provided to retired and former salaried and executive employees of the Debtors. After reviewing the Volpe Responses, the GUC Trust³ respectfully reiterates the Debtors’ position in the Omnibus Objections, and submits that Mr. Volpe has failed to provide any legal or factual support for the Claims. Notwithstanding Mr. Volpe’s opposition, the Volpe Responses should be overruled because (i) the Debtors had a right to amend or terminate the employee welfare benefit plans (the “**Welfare Benefits Plans**”) providing medical, dental, vision, and life insurance benefits (the “**Welfare Benefits**”), including those on which the Claims are based, without further liability, and in all relevant instances did so, and (ii) New GM otherwise assumed Welfare Benefits as they existed on the Commencement Date and continues to provide Welfare Benefits as modified prior to their assumption by New GM, and consequently the Debtors and the GUC Trust have no liability for the Claims.

² Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Omnibus Objections.

³ While the Omnibus Objections were filed by the Debtors, this Reply is being filed by the GUC Trust because, pursuant to the Plan, the GUC Trust now has the exclusive authority to prosecute and resolve objections to Disputed General Unsecured Claims (as defined in the Plan).

Accordingly, the GUC Trust files this Reply in support of the Omnibus Objections and respectfully requests that the Claims be disallowed and expunged from the claims register.

4. The Debtors and the GUC Trust are, of course, sympathetic with the impact that the financial problems of the Debtors have had on Mr. Volpe's welfare benefits. However, in view of the Debtors' liquidation and under applicable law, there should be no other outcome.

The Claims Should Be Disallowed and Expunged

5. Mr. Volpe has failed to demonstrate the validity of his Claims and, thus, the Claims should be disallowed and expunged. *See, e.g., In re Oneida, Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009), *aff'd*, No. 09 Civ. 2229 (DC), 2010 WL 234827 (S.D.N.Y. Jan. 22, 2010) (claimant has burden to demonstrate validity of claim when objection is asserted refuting claim's essential allegations).

**(A) The Claims Should Be Disallowed
As Debtors Had Right to Amend or Terminate Each Welfare Benefit Plan**

6. In the Volpe Responses, Mr. Volpe has not demonstrated that the Debtors were bound by any legal or contractual requirement to continue to provide him, or other retired and former salaried and executive employees, with the Welfare Benefits on a permanent basis. The Omnibus Objections explain that the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), comprehensively regulates employer-provided welfare benefit plans, and that ERISA does not require an employer to provide or to vest welfare benefits. Welfare benefits provided under the terms of a welfare benefit plan may therefore be reduced or forfeited in accordance with the terms of the applicable welfare benefit plan. 29 U.S.C. § 1051(1); *see Moore v. Metro. Life Ins. Co.*, 856 F.2d 488, 491 (2d Cir. 1988); *Sprague v. Gen. Motors Corp.*, 133 F.3d 388, 400 (6th Cir. 1998).

7. In addressing claims similar to Mr. Volpe's Claims, the Sixth Circuit has noted that welfare plans such as the Welfare Benefit Plans are specifically exempted from vesting requirements (to which pension plans are subject) under ERISA, and accordingly, employers "*are generally free under ERISA, for any reason at any time, to adopt, modify or terminate welfare plans.*" *Curtiss-Wright Corp. v. Schoonejongen*, 514 U.S. 73, 78 (1995) (emphasis added) (citing *Adams v. Avondale Indus., Inc.*, 905 F.2d 943, 947 (6th Cir. 1990)). As noted in the Omnibus Objections, however, the Sixth Circuit has recognized that once welfare benefits are vested, they are rendered forever unalterable.

8. Thus, Mr. Volpe bears the burden of showing that the Debtors intended to vest Welfare Benefits provided by the Welfare Benefits Plans, and did *in fact* vest the Welfare Benefits, such that Mr. Volpe has a contractual right to the perpetual continuation of his Welfare Benefits at a contractually specified level.

9. In the Volpe Responses, Mr. Volpe has not provided any evidence that contradicts the Debtors' common practice of advising participants of the Welfare Benefits Plans of the Debtors' right to amend or terminate the Welfare Benefits at any time. Moreover, Mr. Volpe has not provided any evidence of a separate, affirmative contractual obligation on the part of the Debtors to continue to provide the Welfare Benefits specifically to Mr. Volpe. Therefore, the Debtors and the GUC Trust do not have any liability with respect to the reduction in or discontinuation of the Welfare Benefits.

(B) Ongoing Benefits Have Been Assumed by New GM

10. On the Closing Date, New GM completed its purchase of certain assets in accordance with the Master Purchase Agreement. Pursuant to Section 6.17(e) of the Master Purchase Agreement (*Assumption of Certain Parent Employee Benefit Plans and Policies*), New GM assumed the plans specified in a disclosure schedule, and the Welfare Benefit Plans are set

forth on that schedule. New GM assumed the obligation to provide the Welfare Benefits to the extent required to be provided under the terms of the applicable Welfare Benefits Plan in effect on the Closing Date, including both responsibility for all claims incurred prior to the Closing Date and all future claims properly payable pursuant to the terms of the applicable Welfare Benefit Plan in effect when such claims are incurred. Therefore, the Debtors and the GUC Trust do not have any liability with respect to Welfare Benefits that have been assumed by New GM, and Mr. Volpe has not provided any credible factual or legal basis to suggest otherwise.

The Volpe Responses: Claim Nos. 62390 and 62391

11. On January 26, 2011, a response (ECF No. 9038) was filed on behalf of David R. Volpe (the “**First Volpe Response**”) stating opposition to the relief sought in the 116th Omnibus Objection.⁴ A second response (ECF No. 9290) was filed on behalf of Mr. Volpe (the “**Second Volpe Response**,” and with the “**First Volpe Response**,” the “**Volpe Responses**”) to the relief sought in the 183rd Omnibus Objection on February 17, 2011 (*See* Proof of Claim No. 62390 at **Exhibit 2** hereto, Proof of Claim No. 62391 at **Exhibit 3** hereto, the First Volpe Response at **Exhibit 4** hereto, and the Second Volpe Response at **Exhibit 5** hereto).

12. In the Volpe Responses, Mr. Volpe notes that he was an employee of General Motors Corporation for 32 years, and he “initiated, negotiated and accepted an early retirement offer in 2001.” The Volpe Responses assert that Mr. Volpe is entitled to benefits negotiated at the time of his retirement and disputes whether accrued benefits have been assumed by General Motors Company (“**New GM**”). Despite conceding in the Volpe Responses that the Debtors could amend or terminate benefit plans in accordance with the terms of such plans, Mr. Volpe nevertheless argues that his negotiated retirement agreement should not be subject to

⁴ Claim No. 62390, addressed by the First Volpe Response, was expunged pursuant to the Order Granting Debtors’ 116th Omnibus Objection to Claims (ECF No. 9162) but was later reinstated.

modification on that basis. The Volpe Responses note that if Mr. Volpe would have known that the Debtors could unilaterally alter his retirement benefits, he may not have retired when he did. Mr. Volpe has not provided copies of any documents that support his argument that his Welfare Benefits could not be amended or modified following his retirement. Mr. Volpe was clearly on notice throughout his employment with General Motors Corporation that his benefits could be amended or modified, through summary plan descriptions describing welfare benefits provided to all employees. Further, Mr. Volpe received summary plan descriptions every five years following his retirement, which clearly stated that Welfare Benefits could be amended or modified.⁵

13. The Volpe Responses provide no additional support for the Claims. The GUC Trust is not aware of any documentation or facts supporting the Claims. For the reasons set out above, the Debtors respectfully submit that the Volpe Responses should be overruled, and the Claims should be disallowed and expunged.

Conclusion

14. Because (i) ERISA recognizes that employers are free to amend or terminate welfare benefits, (ii) no contrary contractual right to vested welfare benefits has been established by Mr. Volpe; and (iii) New GM assumed the Welfare Benefit Plans as modified, the Debtors and the GUC Trust have no liability for Mr. Volpe's Claims. The GUC Trust reiterates that the Volpe Responses have not provided any legal or factual support for the Claims and

⁵ See Declaration of Joseph H. Smolinsky in Support of Motors Liquidation Company GUC Trust's Reply to Responses to the 83rd Omnibus Objection to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees) (Proof of Claim No. 62922 filed by Claimant Linda K. Bellaire) at ECF No. 11453 for a copy of Summary Plan Descriptions sent to General Motors Corporation retirees. Page 2 of the Summary Plan Description explicitly states, "General Motors Corporation reserves the right to amend, change, or terminate the Plans and Programs described in this booklet."

cannot be afforded prima facie validity under the Bankruptcy Code. Accordingly, the Claims should be disallowed and expunged in their entirety.

WHEREFORE, for the reasons set forth above and in the Omnibus Objections, the GUC Trust respectfully requests that the Court grant the relief requested in the Omnibus Objections and such other and further relief as is just.

Dated: New York, New York
June 5, 2012

/s/ Joseph H. Smolinsky
Harvey R. Miller
Stephen Karotkin
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767 Fifth Avenue
New York, New York 10153
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Attorneys for Motors Liquidation
Company GUC Trust

Exhibit 1

116th and 183rd Omnibus Objections to Claims (Welfare Benefits Claims of Retired and Former Salaried and Executive Employees)					
No.	Proof of Claim No.	Response Docket No.	Name	Total Claimed	Summary
1.	62390	9038	Volpe, David R.	\$157,431.00	Mr. Volpe's response notes that he was an employee of General Motors Corporation for 32 years, and "initiated, negotiated and accepted an early retirement offer in 2001." Mr. Volpe's response asserts that Mr. Volpe is entitled to benefits negotiated at the time of his retirement and disputes that accrued benefits have been assumed by General Motors Company (New GM). Mr. Volpe's response accepts that the Debtors had the right to amend or terminate benefit plans in accordance with the terms of such plans; however, Mr. Volpe argues that his negotiated retirement agreement should not be subject to modification on that basis. Mr. Volpe's response notes that if he would have known that the Debtors could unilaterally alter his retirement benefits, he may not have retired when he did.
2.	62391	9290	Volpe, David R.	\$70,945.00	Please see Proof of Claim No. 62390 above.

Exhibit 2

7008209

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
<p>Name of Debtor (Check Only One): <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)</p> <p>Case No. 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)</p> <p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case, but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see Item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 503.</p>		<p>Your Claim is Scheduled As Follows:</p> <p>If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property): DAVID VOLPE</p> <p>Name and address where notices should be sent: DAVID VOLPE 240 BERRY GLEN CT. Alpharetta GA 30022</p> <p>Telephone number: 770-998-7758 Email Address: DVOLPE@NETZERO.NET</p>		<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.</p> <p>Court Claim Number: _____ (If known)</p> <p>Filed on: _____</p>
<p>Name and address where payment should be sent (if different from above):</p> <p>Telephone number:</p>		<p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.</p>
<p>1. Amount of Claim as of Date Case Filed, June 1, 2009: \$ 157,431.00</p> <p>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p>		<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim.</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2)).</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)().</p> <p>Amount entitled to priority: \$</p> <p>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</p>
<p>2. Basis for Claim: VALUE OF DIMINISHED + CANCELLED HEALTH CARE BENEFITS (See instruction #2 on reverse side.)</p> <p>3. Last four digits of any number by which creditor identifies debtor: 0704</p> <p>3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)</p>		
<p>4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other</p> <p>Describe:</p> <p>Value of Property: \$ _____ Annual Interest Rate: %</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____</p> <p>Basis for perfection: _____</p> <p>Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____</p>		
<p>6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain in an attachment.</p> <p>ATTACHMENTS - 2 PAGES</p>		
<p>Date: 11/21/09</p> <p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p>DAVID R. VOLPE David R. Volpe 11-21-2009</p>		<p>FOR COURT USE ONLY</p>

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.
Modified B10 (CGC) (12/08)

9392080833

①

DAVID R. VOLPE
240 BERRY GLEN CT.
ALPHARETTA, GA 30022

11/21/2009 GM BANKRUPTCY CLAIM ATTACHMENT
DIMINISHED & CANCELLED HEALTH CARE BENEFITS
PRE-AGE 65 BENEFIT LOSS

AS ANNOUNCED
BY G.M.

2009 COST TO GM - ALL ^{SALARIED} HEALTH CARE BENEFITS = \$5500/YR/PERSON
2010 REDUCED COST TO GM - " " " " = \$4140/YR/PERSON
LOSS OF BENEFIT = \$1360/YR/PERSON

DAVID VOLPE, AGE 58 1-1-2010, D.O.B. 1-27-1951

YRS REMAINING UNTIL AGE 65 = 6.08 YRS.

$$\text{BENEFIT LOSS} = 6.08 \text{ YRS} \times \$1360/\text{YR} = \$8269 \\ (6 \text{ YRS, 1 MO.})$$

MARY JEAN VOLPE, SPOUSE, AGE 59 1-1-2010, D.O.B. 5-8-1952

YRS. REMAINING UNTIL AGE 65 = 7.42 YRS.

$$\text{BENEFIT LOSS} = 7.42 \text{ YRS} \times \$1360/\text{YR} = \$10,091 \\ (7 \text{ YRS, 5 MOS.})$$

POST-AGE 65 BENEFIT LOSS

DAVID VOLPE, BEGINNING FEB 2016

$$(22.77^* - 6.08) \text{ YRS} \times (\$5500 - \$3600^{**}) = \$31,711$$

** - \$3600 REPRESENTS \$300/MO. LEVEL BENEFIT ADDED TO PENSION > 65
BY GM

MARY JEAN VOLPE, BEGINNING JUN 2017

$$(26.94^* - 7.42) \text{ YRS.} \times (\$5500) = \$107,360$$

* - AVG LIFE EXPECTANCY - SSA ACTUARIAL TABLE FROM WWW.SSA.GOV/OACT/STATS/TABLE4C6.HTML

(2)

DAVID R. VOLPE
240 BERRY GLEN CT.
ALPHARETTA, GA 30022

11/21/2009 GM BANKRUPTCY CLAIM ATTACHMENT
DIMINISHED & CANCELLED HEALTH CARE BENEFITS

SUMMARY CALCS.

<u>INDIVID.</u>	<u>BENEFIT LOSS</u>		
	<u>PRE-65</u>	<u>POST-65</u>	<u>TOTAL</u>
DAVID VOLPE	* 8,269	* 31,711	* 39,980
MARY JEAN VOLPE, SPOUSE	* 10,091	* 107,360	* 117,451
			* 157,431

Exhibit 3

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
<p>Name of Debtor (Check Only One) <input checked="" type="checkbox"/> Motors Liquidation Company (f/k/a General Motors Corporation) <input type="checkbox"/> MLCS, LLC (f/k/a Saturn, LLC) <input type="checkbox"/> MLCS Distribution Corporation (f/k/a Saturn Distribution Corporation) <input type="checkbox"/> MLC of Harlem, Inc. (f/k/a Chevrolet-Saturn of Harlem, Inc.)</p> <p>Case No 09-50026 (REG) 09-50027 (REG) 09-50028 (REG) 09-13558 (REG)</p>		<p>Your Claim is Scheduled As Follows.</p> <p>THE GARDEN CITY GROUP, INC. NOV 28 2009</p>
<p>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case but may be used for purposes of asserting a claim under 11 U.S.C. § 503(b)(9) (see item # 5). All other requests for payment of an administrative expense should be filed pursuant to 11 U.S.C. § 504.</p> <p>Name of Creditor (the person or other entity to whom the debtor owes money or property) DAVID VOLPE</p> <p>Name and address where notices should be sent DAVID VOLPE 240 BERRY GLEN CT Alpharetta GA 30022</p> <p>Telephone number 770-998-7758 Email Address DVOLPE@NETZERO.NET</p> <p><input type="checkbox"/> Check this box to indicate that this claim amounts a previously filed claim</p> <p>Court Claim Number _____ (If known)</p> <p>Filed on _____</p>		<p>If an amount is identified above you have a claim scheduled by one of the Debtors as shown. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form EXCEPT AS FOLLOWS: If the amount shown is listed as DISPUTED UNLIQUIDATED or CONTINGENT a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.</p>
<p>Name and address where payment should be sent (if different from above) FILED - 62391 MOTORS LIQUIDATION COMPANY F/K/A GENERAL MOTORS CORP SDNY # 09-50026 (REG)</p> <p>Telephone number _____</p> <p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p> <p><input type="checkbox"/> Check this box if you are the debtor or trustee in this case.</p>		
<p>1 Amount of Claim as of Date Case Filed, June 1, 2009 \$ 70,945.00</p> <p>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. If all or part of your claim is asserted pursuant to 11 U.S.C. § 503(b)(9), complete item 5.</p> <p><input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p>		<p>5 Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a) If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B)</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4)</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5)</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7)</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)</p> <p><input type="checkbox"/> Value of goods received by the Debtor within 20 days before the date of commencement of the case - 11 U.S.C. § 503(b)(9) (§ 507(a)(2))</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____</p> <p>Amount entitled to priority \$ _____</p> <p>* Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</p>
<p>2 Basis for Claim: VALUE OF CANCELLED BASIC LIFE INSURANCE - AS A SALARIED RETIREE</p> <p>(See instruction #2 on reverse side)</p> <p>3 Last four digits of any number by which creditor identifies debtor 0704</p> <p>3a Debtor may have scheduled account as _____ (See instruction #3a on reverse side)</p> <p>4 Secured Claims (See instruction #4 on reverse side) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Equipment <input type="checkbox"/> Other Describe _____</p> <p>Value of Property, \$ _____ Annual Interest Rate, % _____</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim, if any \$ _____</p> <p>Basis for perfection _____</p> <p>Amount of Secured Claim: \$ _____ Amount Unsecured, \$ _____</p>		
<p>6 Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)</p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain in an attachment.</p> <p>2 ATTACHED DOCS.</p>		
<p>Date 11-20-09</p> <p>Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p>DAVID R. VOLPE David R. Volpe 11-20-2009</p>		<p>FOR COURT USE ONLY</p>

Penalty for preventing fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §§ 152 and 3571
Modified B10 (GCG) (12/08)

9392080833

My Coverages

888-543-3461 MetLife

Page 1 of 1

Life Insurance

My Life Insurance

Beneficiary Management

Inquiry

Learn about Life Insurance

Calculate your needs

Contact a Life Benefits Specialist

COVERAGES

Coverages - DAVID R. VOLPE, 11/20/2009 GM BANKRUPTCY CLAIM ATTACHMENT #1

Messages

Basic Life Insurance (Basic Life)

Approved Amount: \$80,945.00
Monthly Cost to You: \$0.00
Paid by: Employer

Beneficiary	% Share	Role	Relation
MARY JEAN VOLPE	100.0	Primary	Spouse
JENNIFER VOLPE	50.0	Contingent	Self
MICHAEL VOLPE	50.0	Contingent	Self

Optional Life Insurance (Optional Life)

Approved Amount: \$177,900.00
Monthly Cost to You: \$55.15
Paid by: You

Beneficiary	% Share	Role	Relation
MARY JEAN VOLPE	100.0	Primary	Spouse
JENNIFER VOLPE	50.0	Contingent	Self
MICHAEL VOLPE	50.0	Contingent	Self

Personal Accident Insurance (Optional AD&D)

Approved Amount: \$500,000.00
Monthly Cost to You: \$7.50
Paid by: You

Beneficiary	% Share	Role	Relation
MARY JEAN VOLPE	100.0	Primary	Spouse
JENNIFER VOLPE	50.0	Contingent	Self
MICHAEL VOLPE	50.0	Contingent	Self

Dependent Life Insurance (Dependent Life) - Spouse

Approved Amount: \$100,000.00
Monthly Cost to You: \$28.00
Paid by: You

Dependent Personal Accident Insurance (Dependent AD&D) - Spouse

Approved Amount: \$500,000.00
Monthly Cost to You: \$7.50
Paid by: You

To designate your beneficiary, you will need the following information for your beneficiary.

- Date of Birth
- Address

Click on the Learn about Life Insurance link to determine how much life insurance you need

Printer-friendly version of your coverages

Did you know?

Most employees keep the same level of coverage year after year despite changes in their lifestyle. Has your life insurance kept pace with your changing needs? (Source: 6th Annual MetLife Study of Benefits Trends, 2008)

CALCULATION

GM PROVIDED BASIC LIFE INSUR. PRIOR TO 8-1-2009 = \$80,945

GM PROVIDED BASIC LIFE INSUR REDUCED ON 8-1-2009 + \$10,000 FORWARDS =

VALUE OF LOST LIFE INSURANCE = \$70,945

~~Per Cynthia - All rates & coverage remain the same for 2009 unless you change or cancel. You cannot ↑ your coverages - just ↓ or cancel. You can call them to get prem. changes - Nothing added to us in writing - They'll calc. on their computer & advise.~~



11/20/2009 GM BANKRUPTCY CLAIM ATTACHMENT #2

YOUR PERSONAL FACT SHEET

2008 ANNUAL ENROLLMENT

4.GM-H-501B ENV# GM10108805001000216

DAVID R. VOLPE
240 BERRY GLEN COURT
ALPHARETTA, GA 30022

- Review your benefit elections and dependent information in this **PERSONAL FACT SHEET** carefully.
 - To make changes to your benefit elections for 2008, follow the **ENROLLMENT INSTRUCTIONS** on the next page.
 - If you do not make changes during the enrollment period, this **PERSONAL FACT SHEET** will serve as your confirmation statement.
- Enrollment Period: October 30–November 16, 2007

Dear DAVID R. VOLPE:

This **PERSONAL FACT SHEET** shows your 2008 benefit elections and the contribution amounts for each option. Remember, if you do not make any changes during the enrollment period, this **PERSONAL FACT SHEET** will serve as your confirmation statement.

Each year you have the opportunity to review and change certain benefit elections based on your current needs. At the close of this enrollment period, you cannot change your 2008 benefit elections, except in the case of a qualified life event change.

In addition to your **PERSONAL FACT SHEET**, the enclosed newsletter highlights changes for 2008. Please review these materials carefully when making your benefit enrollment decisions. Additionally, a detailed Health Care Resource Guide is available for review online in the **Reference Library** by clicking the **Enroll Now** icon on gmbenefits.com, or by calling the GM Benefits & Services Center at 1-800-489-4646. The number for the TTY Service for the Hearing or Speech Impaired is 1-877-347-5225.

Your current medical option will no longer be available to you. Unless you elect to enroll in a new medical plan during this enrollment period, you will be defaulted into Enhanced PPO (BCBS-US-RS) as shown below.

YOUR CURRENT ELECTIONS WITH 2008 CONTRIBUTION AMOUNTS

This statement reflects your personal information as of October 1, 2007.

Plan	Option	Family Status/Coverage Volume	Your 2008 Monthly Contribution After-Tax
Medical	Enhanced PPO (BCBS-US-RS)	Self + Spouse/ Domestic Partner	\$121.00
Health Savings Account	No Health Savings Account with Bank of America	No Coverage	\$0.00
Extended Care Coverage (ECC)	Extended Care Coverage	Self + Spouse/ Domestic Partner	\$14.00
Dental	Traditional Delta Dental (RS)	Self + Spouse/ Domestic Partner	\$15.00
Vision	Cole Managed Vision (S)	Self + Spouse/ Domestic Partner	\$2.00
* Basic Life Insurance	2 X Annual Base Salary	\$80,945	\$0.00
Optional Life Insurance	2 X Annual Base Salary	\$177,900	\$76.50
Dependent Life Insurance — Spouse		\$100,000	\$34.00
Personal Accident Insurance — Employee		\$500,000	\$7.50
Personal Accident Insurance — Spouse		\$500,000	\$7.50
TOTAL MONTHLY CONTRIBUTIONS			\$277.50

Note: The (S) or (RS) after a benefit option is used for administrative purposes only.

Note: If applicable, you may decrease or cancel your contributory life insurance coverages; however, you may not increase your coverage or enroll in new coverage.

gmbenefits.com

4.GM-H-501B
3.GM-H-405A/ 319991.001

Page 3

FESCOHOB_GM10108805_11_PFS_ANNUAL
GM10108805001000216

Exhibit 4

David R. Volpe, pro se
240 Berry Glen Ct.
Alpharetta, GA 30022
770-998-7758 (O)
Creditor Claimant
Claim # 62390

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
MOTORS LIQUIDATION COMPANY, et al,	:
f/k/a General Motors Corp., et al.	:
	:
Debtors.	:
-----X	

	Chapter 11 Case No.
	09-50026 (REG)
	(Jointly Administered)

OBJECTION TO DEBTORS' 116th OMNIBUS OBJECTION TO CLAIMS
(Welfare Benefits Claims of Retired and Former Salaried and Executive Employees)

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Comes now David Volpe (a/k/a David R. Volpe), creditor and claimant against Motors Liquidation Company ("MLC") (f/k/a General Motors Corporation, "Old GM"), and a retired salaried manager from Old GM, who respectfully files this OBJECTION TO DEBTORS' 116TH OMNIBUS OBJECTION TO CLAIMS.

Relief Requested

Debtors' 116th Omnibus Objection to Claims seeks entry of an order disallowing and expunging certain welfare benefits claims listed on that filing's original Exhibit "A", claims as filed by retired and former salaried and executive employees. Included on that list is Claim # 62390 in the amount of \$157,431.00 filed by David Volpe, Proof of Claim copy attached for reference. Creditor Claimant Volpe requests the Debtors' proposed

order not be allowed, thereby preserving Creditor Claimant's right to financial consideration for the value of diminished and cancelled welfare and healthcare benefits in retirement.

Background

Creditor Claimant Volpe spent his entire adult working career at Old GM from age 18 through 50, holding many managerial positions in technical and engineering areas. He initiated, negotiated and accepted an early retirement offer in 2001 that involved leaving Old GM but receiving full salary compensation and benefits from July 2001 through October 2002; then transitioning to retirement pension and benefits starting November 2002. He retired as a Zone Manager from the Service Operations group.

Debtors argue "Accrued Benefits Have Been Assumed by New GM"

Healthcare benefits provided by New GM in 2010 are significantly different and diminished as compared to those provided in 2009 and earlier. Medical insurance premiums paid by Creditor Claimant Volpe were \$1020 more in 2010 than 2009 while the deductible increased from \$750 to \$5000, over a 6-fold increase, for the same period. Co-pays after the deductible have also more than doubled from 2009 to 2010 and forward. Dental, Vision and Extended Care Hospitalization have been completely eliminated in 2010. GM published documents indicate healthcare costs to GM were reduced by \$1360 per covered person from 2009 to 2010 (see the attached Claim for more detail). This significant increase in liability to Creditor Claimant Volpe should not be categorized and concluded as "Accrued Benefits Have Been Assumed by New GM" based on these facts, especially if one is on the "paying end".

Debtors argue "Benefit Modification Claims Should Be Disallowed As Debtors Had Right to Amend Or Terminate Each Benefit Plan"

There is little doubt that many GM documents stated, “GM reserves the right to amend or terminate benefit plans....”, or similar language. However, the voluntary retirement negotiated by Creditor Claimant Volpe in 2001 should not be subject to changing the terms of the retirement contract “ex post facto”. Changing benefits or any provision of an employment and/or retirement contract is on firm legal ground for future agreements when both parties agree but Old GM being allowed to change the provisions unilaterally after the fact undermines the entire contractual process that American business is founded on. Part of the standard retirement negotiations was the provision that Creditor Claimant Volpe could never be re-employed by GM. In the referenced *Sprague v. General Motors Corp.* case, the court stated:

To vest benefits is to render them forever unalterable. Because vesting of welfare plan benefits is not required by law, an employer’s commitment to vest such benefits is not to be inferred lightly; the intent to vest “must be found in the plan documents and must be stated in clear and express language”.

In the case of Creditor Claimant Volpe, the special early retirement was negotiated with the understanding that pension and retirement benefits, and the inability of Volpe to ever be rehired by GM, were contractual obligations of both parties. Why should Old GM not be bound to their contractual obligations? Because they patently state they have the right to terminate or amend at will? If provisions of any contract are allowed to be changed unilaterally, then what value does the contractual process have? Had Volpe known that GM was to be allowed (in the future) to unilaterally change the provisions without any negotiations, then the voluntary decision to retire may have been very different.

Discussion

The Court is being asked to consider the employment and retirement agreement between Volpe and Old GM, one where professional engineering services were tendered by Volpe for many years in return for a mix of salary compensation and benefits, both in the present during employment and in retirement. At any time either Volpe or Old GM had

the ability to end the employment agreement if the value and/or compensation for the services were not agreeable to either party. Retirement benefits are an integral part of one's compensation package. If the legal system does not uphold the ability to negotiate a contractual agreement regarding benefits in the future (retirement), then why should anyone have faith in the legal system to uphold any contractual obligation? The very foundation of American business is predicated on this fact. Had Creditor Claimant Volpe known GM had the ability to walk away from these contractual obligations, he would not have initiated, negotiated and accepted an early retirement package, especially one that prevents him from ever accepting re-employment with GM in the future.

Summary

In summary, Creditor Claimant Volpe respectfully asks the Court to deny DEBTORS' 116th OMNIBUS OBJECTION TO CLAIMS and preserve his claim to allow entitlement to the retirement welfare benefits he worked so hard to earn.

Creditor Claimant reserves the right to modify, revise, or supplement the above referenced figures and calculations.

Attach: (1)

Dated: January 24, 2011

Respectfully Submitted,

David R. Volpe, pro se
240 Berry Glen Ct.
Alpharetta, GA 30022
770-998-7758 (O)
dvolpe@netzero.net

(GM Bankruptcy – Benefits Claim – Objection 20110124.doc)

OBJECTION TO DEBTORS' 116th OMNIBUS OBJECTION TO CLAIMS

CERTIFICATE OF SERVICE

I hereby certify that hard copy versions of the above and foregoing have been delivered or served upon the following via U.S. Postal Service with adequate first-class postage affixed, mailed January 25, 2011. Two originals were sent to the Court via overnight delivery service on the same date.

Two originals sent via Overnight Delivery:

Clerk of the Court

Honorable Judge R.E. Gerber

U.S. Bankruptcy Court for the

Southern District of New York

One Bowling Green

New York, NY 10004

Copies via USPS:

- 1) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.);
- 2) Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Ted Stenger);
- 3) General Motors, LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.);
- 4) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.);
- 5) United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.);
- 6) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.);
- 7) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.);
- 8) Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.);
- 9) U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.);
- 10) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.);
- 11) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.);
- 12) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.);

David R. Volpe

Exhibit 5

CLERK'S COPY ✓

David R. Volpe, pro se
240 Berry Glen Ct.
Alpharetta, GA 30022
770-998-7758 (O)
Creditor Claimant
Claim # 62391

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
MOTORS LIQUIDATION COMPANY, et al,	:
f/k/a General Motors Corp., et al.	:
	:
Debtors.	:
-----X	

Chapter 11 Case No.
09-50026 (REG)
(Jointly Administered)

OBJECTION TO DEBTORS' 183rd OMNIBUS OBJECTION TO CLAIMS
(Welfare Benefits Claims of Retired and Former Salaried and Executive Employees)

TO THE HONORABLE ROBERT E. GERBER,
UNITED STATES BANKRUPTCY JUDGE:

Comes now David Volpe (a/k/a David R. Volpe), creditor and claimant against Motors Liquidation Company ("MLC") (f/k/a General Motors Corporation, "Old GM"), and a retired salaried manager from Old GM, who respectfully files this OBJECTION TO DEBTORS' 183rd OMNIBUS OBJECTION TO CLAIMS.

Relief Requested

Debtors' 183rd Omnibus Objection to Claims seeks entry of an order disallowing and expunging certain welfare benefits claims listed on that filing's original Exhibit "A", claims as filed by retired and former salaried and executive employees. Included on that list is Claim # 62391 in the amount of \$70,945.00 filed by David Volpe, Proof of Claim copy attached for reference.

Creditor Claimant Volpe requests the Debtors' proposed order not be allowed, thereby preserving Creditor Claimant's right to financial consideration for the value of diminished and cancelled welfare and basic life insurance benefits in retirement.

Background

Creditor Claimant Volpe spent his entire adult working career at Old GM from age 18 through 50, holding many managerial positions in technical and engineering areas. He initiated, negotiated and accepted an early retirement offer in 2001 that involved leaving Old GM but receiving full salary compensation and benefits from July 2001 through October 2002, then transitioning to retirement pension and benefits starting November 2002. He retired as a Zone Manager from the Service Operations group.

Debtors argue "Accrued Benefits Have Been Assumed by New GM"

Life Insurance benefits provided by New GM in 2010 are significantly different and diminished as compared to those provided in 2009 and earlier. Life Insurance benefits negotiated at retirement by Creditor Claimant Volpe in 2001 were stated and agreed upon by both parties at two times the annual salary to be provided entirely by Old GM. Anything beyond that, up to five times the annual salary, was to be paid by the retiree at a price set by Old GM (in conjunction with MetLife). Creditor Claimant Volpe was entitled for life, per the negotiated retirement package, to more than \$182,000 Life Insurance death benefit at retirement and that amount was in place until a unilateral reduction by Old GM was noted on Creditor Claimant Volpe's 2008 Annual Enrollment benefits package. It was then determined Old GM had unilaterally, and without notification or justification, decreased the Life Insurance death benefit to \$80,945. A further reduction in the death benefit was made unilaterally to a flat \$10,000 effective August 1, 2009. This significant decrease in Life Insurance death benefit to Creditor Claimant Volpe should not be categorized and concluded as "Accrued Benefits Have Been Assumed by New GM" based on these facts.

Debtors argue "Benefit Modification Claims Should Be Disallowed As Debtors Had Right to Amend Or Terminate Each Benefit Plan"

There is little doubt that many GM documents stated, "GM reserves the right to amend or terminate benefit plans.....", or similar language. However, the voluntary early retirement initiated and negotiated by Creditor Claimant Volpe in 2001 should not be subject to changing the terms of the retirement contract "ex post facto". Changing benefits or any provision of an employment and/or retirement contract is on firm legal ground for future agreements when both parties agree but Old GM being allowed to change the provisions unilaterally after the fact undermines the entire contractual process that American business is founded upon. Part of the standard retirement negotiations was the provision that Creditor Claimant Volpe could never be re-employed by GM. In the referenced *Sprague v. General Motors Corp.* case, the court stated:

To vest benefits is to render them forever unalterable. Because vesting of welfare plan benefits is not required by law, an employer's commitment to vest such benefits is not to be inferred lightly; the intent to vest "must be found in the plan documents and must be stated in clear and express language".

In the case of Creditor Claimant Volpe, the special early retirement was negotiated with the understanding that pension and retirement benefits, and the inability of Volpe to ever be rehired by GM, were contractual obligations of both parties. Why should Old GM not be bound to their contractual obligations? Because they patently state they have the right to terminate or amend at will? If provisions of any contract are allowed to be changed unilaterally, then what value does the contractual process have? Had Volpe known that GM was to be allowed (in the future) to unilaterally change the provisions without any negotiations, then the voluntary decision to retire may have been very different.

Discussion

The Court is being asked to consider the employment and retirement agreement between Volpe and Old GM, one where professional engineering services were tendered by Volpe for many years in return for a mix of salary compensation and benefits, both in the present during employment and in retirement. At any time either Volpe or Old GM had the ability to end the

employment agreement if the value and/or compensation for the services were not agreeable to either party. Retirement benefits are an integral part of one's compensation package. If the legal system does not uphold the ability to negotiate a contractual agreement regarding benefits in the future (retirement), then why should anyone have faith in the legal system to uphold any contractual obligation? The very foundation of American business is predicated upon this fact. Had Creditor Claimant Volpe known GM had the ability to walk away from these contractual obligations, he would not have initiated, negotiated and accepted an early retirement package, especially one that prevents him from ever accepting re-employment with GM in the future.

Summary

In summary, Creditor Claimant Volpe respectfully asks the Court to deny DEBTORS' 183rd OMNIBUS OBJECTION TO CLAIMS and preserve his claim to allow entitlement to the retirement life insurance and welfare benefits he worked so hard to earn.

Creditor Claimant reserves the right to modify, revise, or supplement the above referenced figures and calculations.

Attach: (1)

Dated: February 14, 2011

Respectfully Submitted,



David R. Volpe, pro se
240 Berry Glen Ct.
Alpharetta, GA 30022
770-998-7758 (O)
dvolpe@netzero.net

(GM Bankruptcy – Life Insur Claim – Objection 20110214.doc

OBJECTION TO DEBTORS' 116th OMNIBUS OBJECTION TO CLAIMS

CERTIFICATE OF SERVICE

I hereby certify that hard copy versions of the above and foregoing have been delivered or served upon the following via U.S. Postal Service with adequate first-class postage affixed, mailed February 14, 2011. Two originals were sent to the Court with Delivery Receipt Requested on the same date.

Clerk of the Court
Honorable Judge R.E. Gerber
U.S. Bankruptcy Court for the
Southern District of New York
One Bowling Green
New York, NY 10004

- 1) Weil, Gotshal & Manges LLP, attorneys for the Debtors, 767 Fifth Avenue, New York, New York 10153 (Attn: Harvey R. Miller, Esq., Stephen Karotkin, Esq., and Joseph H. Smolinsky, Esq.);
- 2) Motors Liquidation Company, 401 South Old Woodward Avenue, Suite 370, Birmingham, Michigan 48009 (Attn: Ted Stenger);
- 3) General Motors, LLC, 400 Renaissance Center, Detroit, Michigan 48265 (Attn: Lawrence S. Buonomo, Esq.);
- 4) Cadwalader, Wickersham & Taft LLP, attorneys for the United States Department of the Treasury, One World Financial Center, New York, New York 10281 (Attn: John J. Rapisardi, Esq.);
- 5) United States Department of the Treasury, 1500 Pennsylvania Avenue NW, Room 2312, Washington, D.C. 20220 (Attn: Joseph Samarias, Esq.);
- 6) Vedder Price, P.C., attorneys for Export Development Canada, 1633 Broadway, 47th Floor, New York, New York 10019 (Attn: Michael J. Edelman, Esq. and Michael L. Schein, Esq.);
- 7) Kramer Levin Naftalis & Frankel LLP, attorneys for the statutory committee of unsecured creditors, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Thomas Moers Mayer, Esq., Robert Schmidt, Esq., Lauren Macksoud, Esq., and Jennifer Sharret, Esq.);
- 8) Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, 21st Floor, New York, New York 10004 (Attn: Tracy Hope Davis, Esq.);
- 9) U.S. Attorney's Office, S.D.N.Y., 86 Chambers Street, Third Floor, New York, New York 10007 (Attn: David S. Jones, Esq. and Natalie Kuehler, Esq.);
- 10) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, 375 Park Avenue, 35th Floor, New York, New York 10152-3500 (Attn: Elihu Inselbuch, Esq. and Rita C. Tobin, Esq.);
- 11) Caplin & Drysdale, Chartered, attorneys for the official committee of unsecured creditors holding asbestos-related claims, One Thomas Circle, N.W., Suite 1100, Washington, DC 20005 (Attn: Trevor W. Swett III, Esq. and Kevin C. Maclay, Esq.);
- 12) Stutzman, Bromberg, Esserman & Plifka, A Professional Corporation, attorneys for Dean M. Trafelet in his capacity as the legal representative for future asbestos personal injury claimants, 2323 Bryan Street, Suite 2200, Dallas, Texas 75201 (Attn: Sander L. Esserman, Esq. and Robert T. Brousseau, Esq.);



David R. Volpe